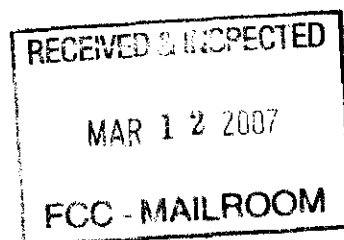


## Request for Review

March 1, 2007

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554



Ref: CC Docket No. 02-6

To Whom It May Concern:

Please except this letter as our request for review and appeal. All contact information is included below and all other attachments and explanations will be in the following pages. Please contact me if there is any question about anything included in this appeal. Thank you for your help and consideration.

Sincerely,

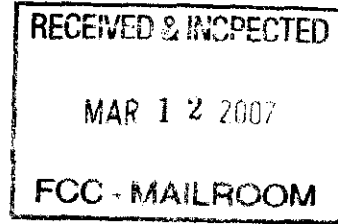
A handwritten signature in cursive script that reads "Mark E. Pierce".

Mark E. Pierce  
Director of Technology  
Leeds City School District  
8121 Parkway Drive  
Leeds, AL 35094  
205-699-5437 Office  
205-699-6629 Fax  
205-368-5011 Cell ( best point of contact )  
[mepierce@leedsk12.org](mailto:mepierce@leedsk12.org)

No. of Copies rec'd \_\_\_\_\_  
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## Information and Attachments



**Appellant / Applicant Name:** Leeds City Schools

**Appellant / Applicant BEN:** 12050258

**Service Provider:** Trillion Digital Communications / Trillion Partners

**Service Provider SPIN:** Trillion Digital Comm. – 143025738 (Original bid / contract)  
Trillion Partners - 143025872

**Form 471 Application Number:** 515349

**FRN Number:** 1417968

**Text Appealing:** FCC Rules require applicants to retain all documentation regarding the competitive bidding process. FRN was denied for failure to provide the RFP that was used to solicit bids.

**Exhibit A:** Funding Commitment Decision Letter for Funding Year 2006

**Exhibit B:** Appeal letter to USAC

**Exhibit C:** Appeal denial letter from USAC

**Exhibit D:** Original RFP for form 470 # 639940000531368

## **Explanation**

I was hired as the Director of Technology by The Leeds City School System on August 1, 2005. Within a few weeks of my hire, the gentleman (Gary Ward who filed the form 470 in question) that had been in my position was let go. This was done without his or my prior knowledge, leaving me with little in the way of the locations of important networking components and paperwork. In the fall of 2005 I began the Erate filing process with the help of some State Department personnel via telephone, and by reading instructions on the USAC site. I had never filed or worked with Erate in the past and as we are a new system, there was no one left within our local system that had any experience with the process. I filed three form 470's for local phone, two-way radios and basic maintenance. I did not file a 470 for our internet access because we already had a contract in place until June of 2007. I only filed a form 471 for this service.

In the spring of 2006 I received the information starting the selective review. In gathering information, I spoke with Bob Leipow, with USAC, to try and make sure I understood what was needed. This is where my inexperience began the chain of errors.

1. I thought the review was for the forms that I filed in 2005 for the 2006-2007 funding year not for forms filed before I was hired.
2. I didn't at that time know that I could go back to the USAC website and look at previous years forms which might have cleared things up for me.
3. Even though Mr. Leipow provided the form 470 number in question, I thought I had made a mistake and must have filed a 470 for the internet access and WAN and that the number he was providing was for 2006-2007.

In several more conversations with Mr. Leipow, he and I never resolved the fact that he and I were discussing two different funding years. If I am not mistaken, I told him we had a contract in place and that if a form 470 had been filed for the 2006-2007 years that it was a mistake. I sent a copy of the contract with all the other documentation he said he needed.

When I returned from Christmas break I opened the FCDL for the form 471 #515349 that I had filed and saw that it was denied for not providing the RFP. Believe it or not, I still was under the impression that the people at USAC thought a RFP should have been issued for the 2006-2007 filings that I had done. You will be able to see this when you read my explanation to the USAC which I supplied during my appeal with them and have attached with this appeal ( attachment B ). During the USAC appeal I went to several of the secretaries and did find the responses to the original RFP in 2004. I made copies of the responses and sent them with the first appeal, but I did not send an original copy of the RFP and consequently was denied again.

After receiving the second denial I searched all the documents on all existing administrative computers and was able to find some files that contained parts of the original RFP. This was just standard wording put in most all bids that went out. After this, I went to our Chief Financial Officer-Harry Higdon. He was hired in January of

2006 and also was not here during the original bid process in 2004. In detailing my problems and our loss of nearly \$67,000.00 in funding, Harry looked back in the files of the previous financial officer and found a copy of the original RFP which I have attached to this appeal ( attachment D ).

I know this is a long explanation of our problem, but I hope it shows that the proper procedures were followed during the original bid process in 2004. Were it not for my inexperience and mistakes, this appeal would not even be necessary. I have included all my contact information in the preceding cover letter. Please contact me my phone if there is any question to any of this appeal. We are a very small school system and I would hate to see us lose such a large amount of funding because of misunderstandings rather than not following proper procedure. Thanks for your consideration.

# **Exhibit A**



Universal Service Administrative Company  
Schools & Libraries Division

**FUNDING COMMITMENT DECISION LETTER**  
(Funding Year 2006: 07/01/2006 - 06/30/2007)

December 27, 2006

Mark E. Pierce  
LEEDS CITY SCHOOL DISTRICT  
8121 PARKWAY DRIVE  
LEEDS, AL 35094

Re: Form 471 Application Number: 515349  
Billed Entity Number (BEN): 12050258  
Billed Entity FCC RN: 0011912102  
Applicant's Form Identifier: trill

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$66,912.58 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

**NEXT STEPS**

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

**TO APPEAL THIS DECISION:**

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,
  - Applicant BEN and Service Provider Identification Number (SPIN),
  - Form 471 Application Number 515349 as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2006," AND
  - The exact text of the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org). USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07981

While we encourage you to resolve your appeal with USAC first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

An applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company

## A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each funding request in your application is attached to this letter. We are providing the following definitions for the items in that report.

**FORM 471 APPLICATION NUMBER:** The unique identifier assigned to a Form 471 application by USAC.

**FUNDING REQUEST NUMBER (FRN):** A Funding Request Number is assigned by USAC to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted.

**FUNDING STATUS:** Each FRN will have one of the following statuses:

1. "Funded" - the FRN is approved for support. The funding level will generally be the level requested unless USAC determined during the application review process that some adjustment is appropriate.
2. "Not Funded" - the FRN is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for the Funding Year was insufficient to fund all requests.
3. "As Yet Unfunded" - a temporary status assigned to an FRN when USAC is uncertain at the time the letter is sent about whether sufficient funds exist to make commitments for requests for Internal Connections Other than Basic Maintenance or Basic Maintenance of Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and with an "As Yet Unfunded" status on your Internal Connections requests. You would receive one or more subsequent letters regarding the funding decisions on your Internal Connections requests.

**CATEGORY OF SERVICE:** The type of service ordered from the service provider, as shown on your Form 471.

**FORM 470 APPLICATION NUMBER:** The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

**SPIN (Service Provider Identification Number):** A unique number assigned by USAC to service providers seeking payment from the Universal Service Fund Programs. A SPIN is also used to verify delivery of services and to arrange for payment.

**SERVICE PROVIDER NAME:** The legal name of the service provider.

**CONTRACT NUMBER:** The number of the contract between the eligible party and the service provider, if a contract number was provided on your Form 471.

**BILLING ACCOUNT NUMBER:** The account number that your service provider has established with you for billing purposes, if a Billing Account Number was provided on your Form 471.

**SERVICE START DATE:** The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

**CONTRACT EXPIRATION DATE:** The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471, if a contract expiration date was provided on your Form 471.

**SITE IDENTIFIER:** The Entity Number listed in Form 471, Block 5, Item 22a for "site specific" FRNs only.

**NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR:** The number of months of service that has been approved for the funding year, for recurring services.

**ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES:** Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

**ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES:** Annual eligible non-recurring charges approved for the funding year.

**PRE-DISCOUNT AMOUNT:** Amount in Form 471, Block 5, Item 23I, as determined through the application review process.



DISCOUNT PERCENTAGE APPROVED BY USAC: The discount rate that USAC approved for this service.

FUNDING COMMITMENT DECISION: The total amount of funding that USAC has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that both you and your service provider recognize that USAC should be invoiced and that disbursement of funds will be made only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FCDL DATE: The date of this Funding Commitment Decision Letter (FCDL).

WAVE NUMBER: The wave number assigned to FCDLs issued on this date.

LAST ALLOWABLE DATE FOR DELIVERY AND INSTALLATION FOR NON-RECURRING SERVICES: The last date approved by the FCC for delivery and installation of eligible non-recurring services (e.g., equipment). (The last allowable date for delivery and installation of recurring services is always the last day of the fund year, that is, June 30, 2007 for Funding Year 2006.)

FUNDING COMMITMENT REPORT  
Billed Entity Name: LEEDS CITY SCHOOL DISTRICT  
BEN: 12050258  
Funding Year: 2006

Form 471 Application Number: 515349  
Funding Request Number: 1417968  
Funding Status: Not Funded  
Category of Service: Internet Access  
Form 470 Application Number: 639940000531368  
SPIN: 143025738  
Service Provider Name: Trillion Digital Communications, Inc  
Contract Number: N/A  
Billing Account Number: 2056995437  
Service Start Date: 07/01/2006  
Contract Expiration Date: 06/30/2007  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$90,422.40  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$90,422.40  
Discount Percentage Approved by the USAC: N/A  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: FCC Rules require applicants to retain all documentation regarding the competitive bidding process. FRN was denied for failure to provide the RFP that was used to solicit bids.

FCDL Date: 12/27/2006

Wave Number: A02

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

## **Exhibit B**

**Appellant / Applicant Name:** Leeds City Schools

**Appellant / Applicant BEN:** 12050258

**Service Provider:** Trillion Digital Communications / Trillion Partners

**Service Provider SPIN:** Trillion Digital Comm. – 143025738 (Original bid / contract)  
Trillion Partners - 143025872

**Form 471 Application Number:** 515349

**FRN Number:** 1417968

**Text Appealing:** FCC Rules require applicants to retain all documentation regarding the competitive bidding process. FRN was denied for failure to provide the RFP that was used to solicit bids.

**Exhibit A:** Funding Commitment Decision Letter for Funding Year 2006

**Exhibit B:** Original Form 470 for funding year 2005

**Exhibit C:** Original Bid Responses

**Exhibit D:** Current contract through June 30, 2007

**Explanation:** A Form 470 was filed for the funding year 2005 along with a RFP requesting a multi-year contract for Internet Access. The bids in Exhibit C were accepted and Trillion Communications was awarded the multi-year contract. The contract that was signed would be in effect for a period beginning April 4, 2005 until June 30, 2007.

We are assuming the denial for not providing the RFP came from the information provided during the selective review process. We did not provide the RFP for the FRN in question because of a procedural mistake and misunderstanding concerning multi-year contracts and the E-Rate process. It was thought that since a contract was in place and no RFP had been issued for internet access for funding year 2006-2007, that no RFP needed to be included during the process. In review of the application leading to FRN 1417968, we should have referenced the FORM 470 (# 639940000531368) that was filed in funding year 2005 on the Form 471 application 515349 for this FRN.

I hope this information is sufficient for a successful appeal. If any further information is needed, my contact information is listed above. If at all possible, I would prefer to be contacted by phone.

## **Exhibit C**



**Universal Service Administrative Company**  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2006-2007**

February 02, 2007

Mark E. Pierce  
Leeds City School District  
8121 Parkway Drive  
Leeds, AL 35094

Re: Applicant Name: LEEDS CITY SCHOOL DISTRICT  
Billed Entity Number: 12050258  
Form 471 Application Number: 515349  
Funding Request Number(s): 1417968  
Your Correspondence Dated: January 03, 2007

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1417968  
Decision on Appeal: **Denied**  
Explanation:

- During the Appeal Review USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. The referenced Form 470 number stated that RFPs were available for the requested services. During the Selective Review, you were asked to provide a copy of any and all Request for Proposals (RFPs). In your response to USAC postmarked May 30, 2006, you indicated on your Selective Review Information Request Checklist that RFPs were not applicable. Consequently, you were contacted and informed that 470 Number 639940000531368 indicated that RFPs were available. In addition, you were given an additional opportunity to provide the RFPs. In your response dated August 14, 2006, you stated that there were no RFPs for any bids or Form 470s. Program procedures do not permit USAC to accept new information on appeal

unless applicant was not given the opportunity during review, or if an error was made by USAC. You have failed to provide evidence on appeal that USAC erred in its original decision. Based on the documentation in the record, USAC supports the denial of the FRN for failure to provide a copy of the RFP.

- On the Form 470 associated with your funding request(s), you indicated that you had an RFP for the products and/or services that you sought. During the review of your Form 471, you failed to provide a copy of the RFP used to procure the products and/or services requested. Consequently, USAC denies your appeal.
- FCC Rules require applicants to submit a complete description of the services they seek so that it may be posted for competing service providers to evaluate. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9076, FCC 97-157 para. 570 (rel. May 8, 1997) (Universal Service Order). The FCC requires the application to describe the services that the schools and libraries seek to purchase in sufficient detail to enable potential providers to formulate bids. Id. para. 575. A description of the Telecommunication Services, Internet Access, Internal Connections, and/or Basic Maintenance of Internal Connections products and/or services being sought are required to be provided in Items 8, 9, 10, and 11 of the FCC Form 470. See Schools and Libraries Universal Service, Description of Services Requested and Certification Form 470, OMB 3060-0806 (FCC Form 470). At Items 8(a), 9(a), 10(a), and 11(a), the applicant is required to indicate whether it has a Request(s) for Proposal (RFP) that specifies the products and/or services it is seeking.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company

## **Exhibit D**



City of Leeds Board of Education  
8121 Parkway Drive  
Leeds, AL 35094  
Telephone: (205) 699-5437  
Fax: (205) 699-6629

**BID REQUEST**  
**Wide Area Network Connectivity and Internet Access**

The City of Leeds Board of Education will receive sealed bids to implement a wide area network connectivity and internet access for the Leeds City Schools.

All proposals must be in sealed envelopes and shall be in the hands of Dr. Billy J. Pack, Superintendent, no later than December 17, 2004 at 9:00 AM. The bid opening will follow at 9:15 a.m. **No faxed bids will be accepted.**

Proposals for providing the wide area network connectivity and internet access shall be filled out where called for in the blank spaces on the bid forms. The signature shall be in longhand and shall be the legal name of the bidder, or the authorized designee, and the completed form shall be without interlineations, alteration or erasure.

No oral, telegraphic or telephone proposal modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to become fully informed regarding the conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

The Leeds City Schools reserves the right to reject any and all bids or parts of any or all bids as may be deemed in the best interest of the school system, and reserves the right to award the contract or contracts to other than the low bidder if the Leeds City Schools deems it in the best interest of the ultimate economy and standardization.

Bidder shall specify make and model quoted. **Detailed description and technical specifications of proposed equipment must accompany all bids.**

**BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS,  
CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.**

**I. GENERAL INFORMATION**

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Leeds City Schools Bid Form, and shall govern the selection of the items listed.
- B. All bids shall be returned on the forms provided.
- C. All bid forms must be signed by the vendor. If not signed, the bid will be considered non-responsive.

**II. METHOD OF AWARD/CONTRACT PERIOD**

- A. The City of Leeds Board of Education reserves the right to accept the lowest bid on all items combined from one bid or any feasible combination of bids by items from different companies that result in the low bid.
- B. The award will be made to the lowest responsible bidder most closely meeting the requirements and specifications. Bidders are responsible for furnishing all product requirements requested on the bid to the individual schools.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the bid will then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next lowest bidder meeting requirements and specifications.
- E. The City of Leeds Board of Education reserves the right to accept or reject any or all bids.
- F. The award, will be made in accordance with the Code of Alabama 1975 Section 41-16-50.
- G. The decision of the City of Leeds Board of Education will be final.
- H. Award will be made on unit price basis, extended price basis, or in any manner that will best serve the interest of the City of Leeds Board of Education.

**III. PRICING AND QUANTITY**

- A. Prices are to be quoted by the "unit" as described in the bid information.
- B. The School system shall be notified immediately regarding any manufacturer's price decrease affecting an item included in the contract. The School System shall receive the benefit of the decrease as soon as possible in accordance with the written notification form the contract vendor.
- C. The City of Leeds Board of Education reserves the privilege to re-bid any items if price fluctuations are beyond amount anticipated or negotiations are unsatisfactory.

**III. SUBSTITUTIONS/BACK ORDERS**

- A. Substitutions will be allowed whenever the item being replaced is not longer in production and the new item are equal to or greater than it in function, and equal to or less than the discontinued item in price. The Superintendent/ designee will determine the equivalency.

**IV. CANCELLATIONS**

- A. No item in the bid is to be canceled without prior consent of the City of Leeds Board of Education.

## **V. DEFAULT**

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the City of Leeds Board of Education, without the consent of the board, such delivery shall constitute grounds for the cancellation of the contract and/or removal of the vendor from the Leeds City Schools mailing list for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the City of Leeds Board of Education shall constitute grounds for the cancellation of the contract, and shall be excluded from the mailing list of all purchases made by the City of Leeds Board of Education.

## **VI. SERVICE AND WARRANTY**

- A. Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must include with the bid forms an explanation of the warranty and services that are provided.

## **GENERAL TERMS AND CONDITIONS**

### **The City of Leeds Board of Education Purchasing Department**

1. **ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form.

2. **APPLICABLE LAW:** This contract shall be constructed and interpreted according to Alabama Law.

#### **3. ASSURENCE OF NON-CONVICTION OF BRIBERY**

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners, and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal government.

4. **AWARD CONSIDERATION:** The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

5. **BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Leeds Board of Education. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School System and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the superintendent deems the failure to be non-substantial. All checks will be returned to the bidder within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

6. **BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approval equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the superintendent or designated representative. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

7. **DELIVERY OF BIDS:** Bids must be received in the Central Office by the date and time specified on the bid cover. All bids will be accepted until the time and date

stated on the bid cover. No bids will be accepted that extend past the date and time on the bid cover. The time of receipt shall be determined by the clock in the central office. Bids submitted by the U. S. mail must be addressed to the City of Leeds Board of Education, P.O. Box 1083, Leeds, AL 35094. The school system accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Services or any other courier system fails to deliver the proposal to the City of Leeds Board of Education by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 45 days from the date of bid opening.

8. **ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

9. **HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County, and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

10. **INVOICING, DELIVERY, PACKAGING:** Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any materials without an authorized purchase order from the Board of Education Business Department. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 45 days from the date of bid opening.

11. **INSPECTION OF PREMISES:** At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a sub-sequential contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractor assigned to the contract.

13. **INSURANCE:** If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School System from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

## GENERAL TERMS AND CONDITIONS

### The City of Leeds Board of Education Purchasing Department.

**13. INVTTATION TO BID:** Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

**14. NON-DISCRIMINATION:** The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

**15. PRODUCT TESTING:** Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

**16. PATENTS:** Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expenses indemnify, protect and save harmless the School System, employees on any claims arising out of the purchase of goods or services.

**17. PROTESTS:** Any protest to the Board's consideration of any bid must be submitted in writing and received by the Superintendent no later than five (5) calendar days after awarding the bid. The Superintendent will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Superintendent is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Board of Education through the Superintendent within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

**18. PREPARATION OF BID:** All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

**19. REJECTION OF BIDS:** Leeds City Schools reserves the right to accept or reject any or all bids in whole or in part for any reason. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Leeds City Schools. Lack of signature by an authorized representative on the bid form. Failure to properly complete the bid form and vendor compliance. Evidence of collusion among bidders, unauthorized alteration of the bid form.

**20. SAMPLES:** Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**21. TABULATION:** The awarding bidders will be sent a written notification via mail. Vendor may request the bid results one (1) day following Board action.

**22. TAXES:** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board

will assume no transportation or handling charges other than specified in this bid. The City of Leeds Board of Education is tax exempt by law-Code of Alabama Title 40, Sec. 23 Sub Sec 4 Par 11.

**23. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the City of Leeds Board of Education. Insufficient funds shall be the grounds for immediate termination of this solicitation.

**24. TERMINATION FOR THE CONVENIENCE OF THE BOARD:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Superintendent shall deem that termination is in the best interest of the School System. Such determination shall be in the sole discretion of the Superintendent. In such event, the School System shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

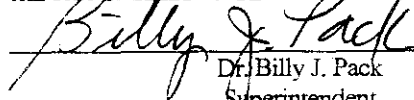
**25. TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School System. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

**26. WARRANTY:** The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School System, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**27. VENDOR LIST:** A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive bids. A proposal submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS: THERETO WHICH BECOME PART OF THE BID.

THE CITY OF LEEDS BOARD OF EDUCATION, ALABAMA

  
Dr. Billy J. Pack  
Superintendent

## CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

\_\_\_\_\_ Mailing envelope has been addressed to:

City of Leeds Board of Education  
P.O. Box 1083  
Leeds, AL 35094

\_\_\_\_\_ Mailing envelope must be sealed and marked with:

- Bid Title
- Bid Opening Date and Time

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE**  
**ON**  
**THE OUTSIDE OF THE COURIER PACKET**

**Check Each Of The Following As The Necessary Action Is Completed.**

- ☐ The **Invitation to Bid** sheet has been **signed**
- ☐ Addendum (if any) has been included
- ☐ Read all bid requirements and specifications
- ☐ Description of Wide Area Connectivity and Broadband Internet and Security

# City of Leeds Board of Education

P.O. Box 1083 \* Leeds, Alabama 35094  
Phone (205) 699-KIDS(5437) \* Fax (205) 699-6629

## **INVITATION TO BID**

### **Wide Area Network Connectivity and Internet Access**

Sealed proposals will be received by the City of Leeds Board of Education,  
P.O. Box 1083, Leeds, AL 35094/ 8121 Parkway Drive, Leeds, AL 35094.  
Proposals should be received by December 17, 2004 no later than 9:00 AM.

1. The submission of the bid by the vendor, acceptance, and award of the bid by the City of Leeds Board of Education, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract unless stipulated in the bid documents; no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Leeds City Schools, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions, and specifications of this bid request and agrees to abide by all conditions stated herein:

### **PLEASE PRINT OR TYPE BELOW**

Legal Name of Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Printed)

**THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED**

**"We will take responsibility for the success of each child."**

Wide Area Network Connectivity and Internet Access  
Administrative and Contractual Information

Objective: The purpose of this Invitation to Bid is to establish a contract for wide area network connectivity and to provide broadband internet access with necessary security to four sites located in the Leeds City School District. They are as follows:

Central Office	8121 Parkway Drive Leeds, AL 35094
Leeds Elementary	950 Ashville Road Leeds, AL 35094
Leeds Middle	1721 Moton Street Leeds, AL 35094
Leeds High	8404 Whitmire Street Leeds, AL 35094

This bid will be considered in two parts. Part one being the Wide Area Connectivity and part two being broadband internet access and security. Fiber, T1, and wireless solutions will be considered. The winning bid will address the following areas and will include the vendor's ability to provide:

1. Fire Wall Services
2. Spam and Virus Protection
3. Maintenance and Technical Support
4. Routers and other equipment necessary to connect each site to the internet and each other
5. Domain Name Services
6. E-mail services to integrate with existing system supplied
7. E-mail server
8. Equipment that will integrate with customers existing networks
9. Expandability of system to accommodate future customer additions such as, but not limited to, voice, video, and distance learning

Contract Period: A three year contract will be established to begin on the date of award with an option to issue two additional one (1) year contracts. Any additional contract(s) or extension will be at the same prices, terms and conditions. Any additional contract(s) must have the written approval of both the School System and the vendor no later than 15 days prior to the expiration of the original contract.

Response Submissions: The vendor must submit a minimum of three (3) copies of the bid response in addition to all other requested information.

References: The vendor must provide the names of minimum of five (5) school systems (preferably Alabama School Systems) currently using their services. These references must include customers for which the vendor has performed installation services as well as providing on going services.



Prime Contractor Responsibilities: Vendor will assume responsibility for delivery and warranty service for all equipment, software, services, etc. The vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations.

Technical Support: Vendor must staff and support offices in Alabama with qualified technical support personnel to be able to assist the School System in determining product and service needs as well as satisfactorily addressing problems that may arise.

Award: A vendor may bid on all or any part of this bid.

#### Description of Bid

The bid will be considered in two (2) parts. Part One being the Wide Area Connectivity and Part Two being broadband internet and security. Each vendor shall provide detailed description of wide area connectivity and product descriptions, if applicable, for the broadband internet and security. The following items shall be identified and information submitted by vendor as part of bid:

1. Fire Wall Services
2. Spam and Virus Protection
3. Maintenance and Technical Support
4. Routers and other equipment necessary to connect each site to the internet and each other
5. Domain Name Services
6. E-mail services to integrate with existing system supplied
7. E-mail server
8. Equipment that will integrate with customers existing networks
9. Expandability of system to accommodate future customer additions such as, but not limited to, voice, video, and distance learning

Bid Document: Vendor shall submit the cost for providing each service. Vendor shall submit cost based on provision of all requested services.

# Bid

Name of Company \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Printed)

Person signing forms shall have the authority to bind the company.

	Cost/Site	Total Cost
A. Fire Wall Services	_____	_____
B. Spam and Virus Protection	_____	_____
C. Maintenance and Technical Support	_____	_____
D. Routers and other equipment necessary to connect each site to the internet and each other	_____	_____
E. Domain Name Services	_____	_____
F. E-mail services to integrate with existing system supplied	_____	_____
G. E-mail server	_____	_____
H. Equipment that will integrate with customers existing networks	_____	_____
I. Expandability of system to accommodate future customer additions such as, but not limited to, voice, video, and distance learning	_____	_____
Total Cost	_____	_____
Installation Fee	_____	_____

Estimated time of installation \_\_\_\_\_

Provision of Wide Area Connectivity  
and broadband internet access and security

Total Cost	_____	_____
Installation fee	_____	_____

Estimated time of installation \_\_\_\_\_

## MISCELLANEOUS SPECIFICATIONS

Vendor and employees are subject to extensive background checks by appropriate authorities. It is the owner's discretion to perform background checks on vendor's employees. The maintenance Supervisor will determine if background checks on employees are needed.

No vulgar language or obscene gestures allowed on school grounds.

Vendor's personnel are requested not to engage in conversation with school personnel or students unless absolutely necessary.

Identification badges and/or apparel identifying vendor's personnel shall be worn when on school property.

## ISURANCE REQUIREMENTS

The following insurance requirements shall be met and specified on Certificate of Insurance that shall be attached to this document.

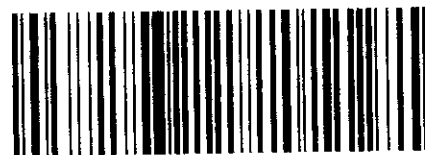
- |    |                                    |                            |
|----|------------------------------------|----------------------------|
| 1. | Workers' Compensation              | Statutory                  |
| 2. | Employer's Liability               | \$1,000,000 per occurrence |
| 3. | Comprehensive General Liability    |                            |
|    | Bodily Injury                      | \$200,000 per occurrence   |
|    | Each Occurrence                    | \$1,000,000                |
|    | Personal Injury                    |                            |
|    | Each Person                        | \$200,000                  |
|    | Aggregate                          | \$500,000                  |
|    | General Aggregate                  | \$500,000                  |
|    | Property Damage                    |                            |
|    | Each Occurrence                    | \$100,000                  |
|    | Aggregate                          | \$300,000                  |
| 4. | Comprehensive Automobile Liability |                            |
|    | Bodily Injury                      | \$100,000                  |
|    | Each Occurrence                    | \$300,000                  |
|    | Property Damage                    |                            |
|    | Broad Form Coverage                | \$100,000 per occurrence   |

VENDOR SHALL PROVIDE THE LEEDS CITY SCHOOLS WITH PROOF OF ISSURANCE COVERAGE INCLUDING POLICY NUMBER, EFFECTIVE DATE (MM/DD/YY), EXPIRATION DATE (MM/DD/YY) AND LIMITS.

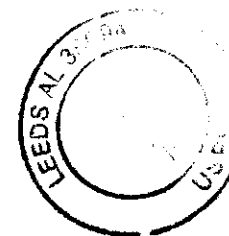
No insurance will be accepted unless written by a company licensed by the State Insurance Commissioner to do business in the State of Alabama at the time the policy is issued and the company must in addition be acceptable to the Owner.

Leeds City Schools  
Post Office Box 1083  
Leeds, Alabama 35094  
MARK PIERCE

**CERTIFIED MAIL™**



7005 1160 0000 0318 1432



Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Route  
**Tina**  
Delivery Point  
**TW-B204**  
03/12/07  
10:24:48  
OMD  
PO#  
Sdr Leeds City School  
70051160000003181432  
  
W102005253

RECEIVED  
MAR 14 2007  
ROOM

**RETURN RECEIPT  
REQUESTED**